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Reply to:

November 20, 1991

Roosevelt Office

Don A. Christiansen
Central Utah Water Conservancy District
355 West 1300 South
Orem, Utah 84058-7303

COPY

RE: Uintah Basin Irrigation Company

Dear Mr. Christiansen:

By letter dated April 6, 1991, you forwarded to me a proposed Memorandum of Understanding for the Starvation Reservoir operation and Duchesne River Distribution Schedule.

The Uintah Basin Irrigation Company has not signed and returned the proposed Memorandum of Understanding, because not long after the receipt of that document a number of questions arose regarding its interpretation and the application of the document by the State Engineer.

I would like to discuss with you or someone you designate, some of the concerns the Uintah Basin Irrigation Company has regarding possible interpretations of the proposed Memorandum and seek clarification. I know you have been out-of-state a great deal and on a couple of occasions I have called and you were gone. I will try to set forth in this letter some of the concerns and questions regarding interpretation which we hope can be answered and clarified.

The Memorandum of Understanding refers to the use of Starvation Reservoir for the purpose of regulating the direct flow of water in Starvation Reservoir. We have been furnished a copy of a document entitled Guidelines for Regulating Water through Starvation Reservoir Duchesne River System. That document was apparently prepared by the office of the Utah State Engineer, to be used in interpreting the Memorandum of Understanding between the Conservancy District and the Uintah Basin Irrigation Company.

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The guideline states that water shall not be held in Starvation Reservoir longer than two weeks. Does that mean that water can be stored in the reservoir for two weeks and then taken out for two weeks. Or does it mean that water entering the reservoir today must be out of the reservoir within a two week period of time? I realize you did not write the guideline and I am therefore sending a copy of this letter to Mike Quealey, counsel for the State Engineer, with the idea that he might participate in this clarification.

The next question involves the 4 1/2 acre foot limitation referred to in the Memorandum. The question is whether the class one water for which the Uintah Basin Irrigation Company has already contracted is connected with and contributes the 4 acre feet herefore described and dealt with. Is the Class two water or the three thousand acre feet of water which the Uintah Basin Irrigation Company is now buying from the Conservancy District a part of the additional 1/2 acre foot which is authorized to be purchased from the Conservancy District by this Memorandum, or is that 1/2 acre foot separate and in addition to that three thousand acre feet. The interpretation of the Uintah Basin Irrigation Company is that the three thousand acre feet which it is now buying from the Conservancy District is part of the 1/2 acre foot.

This question about the additional 1/2 acre foot relates to how much it is going to cost. Is it part of what the District is already agreed to buy, or is it in addition to that?

Additionally should the Irrigation Company file an application to store some of its irrigation water in Starvation Reservoir, so as to allow it to store water in June while haying and then use it later, or to store water in early April to allow it to use it from the 15th to the end of April.

The Company needs to change the duty schedule to get more water early in the season, will this Memorandum of Understanding allow that to happen or what would the reaction be of both the State Engineer and the Conservancy District if an application to store some of that water were to be filed, so as to allow that early season water. An additional question is, should the Irrigation Company apply for an additional one thousand acre feet of water? That question is tied to where does the 1/2 acre foot additional water come from.

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It seems to me that after you have had a chance to consider these questions and concerns of the Irrigation Company, we could either talk by telephone or perhaps even meet to discuss the need for clarification of the proposed Memorandum of Understanding.

Very truly yours,

McKEACHNIE & ALLRED, P.C.


Gayle F. McKeachnie

GFM/slr

cc: Mike Quealy